

## CERTIFICATE OF INSURANCE

This is to further certify to the Metropolitan Government of Nashville and Davidson County concerning the policies of insurance listed above and the coverage provided thereby that:

1. The Contractual Insurance coverage is on a Blanket Broad Form basis unless specifically indicated below,
2. The company or companies, upon request, agree to deliver within fifteen (15) days a certified copy of any and/or all of the policies of insurance to The Metropolitan Government of Nashville and Davidson County,
3. If one (1) or more Umbrella Excess policies are used, there is no gap between the limits of the primary policies and the deductible feature of the Umbrella Excess policies,
4. Coverage under the primary policies have no deductible features unless there is a check mark here ( ☐ ). If there are deductible features or the insured has adopted a funded self-insurance program, they are fully explained on an attached sheet which becomes a part of this Certificate, and
5. The coverage provided shall not be cancelled, reduced in coverage, or allowed to lapse unless and until The Metropolitan Government of Nashville and Davidson County receives at least thirty (30) days advance written notice of same. The written notice must be delivered to the Metropolitan Risk Manager at his office shown as the address of the Certificate Holder below or the secondary Certificate Holder, if one is so listed below.

### Name and Address of Certificate Holder

The Metropolitan Government of  
Nashville and Davidson County  
Metro Legal & Claims  
C/O Insurance and Safety Division  
222 3<sup>rd</sup> Avenue North, Ste #501  
Nashville, TN 37201

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
(Agency or Company)

by \_\_\_\_\_  
(Authorized Representative)  
(Attach Power of Attorney)

CERTIFICATE OF INSURANCE

FOR CONTRACTORS DOING BUSINESS WITH  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

(THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE  
COVERAGE AFFORDED BY THE POLICIES LISTED BELOW)

Name and Address of Agency		Companies Affording Coverage				
		Company Letter    A				
Name and Address of Insured		Company Letter    B				
		Company Letter    C				
		Company Letter    D				
		Company Letter    E				
This is to certify that policies of insurance listed below have been issued to the insured names above and are in force at this time.						
Company Letter	Type of Insurance	Policy Number	Date of Expiration	Limits of Liability In Thousands		
	General Liability ( ) Comprehensive Form ( ) Premises Operation ( ) Explosion and Collapse Hazard ( ) Underground Hazard ( ) Products Completed Operations Hazard ( ) Contractual Insurance ( ) Broad Form Property Damage ( ) Independent Contractors ( ) Personal Injury				Each Occurrence	Aggregate
				Bodily Injury	\$	\$
				Property Damage	\$	\$
				Personal Injury		\$
	Automobile Liability ( ) Comprehensive Form ( ) Owned ( ) Hired ( ) Non Hired			Bodily Injury (Each Person)	\$	
				Bodily Injury Each Accident	\$	
				Property Damage	\$	
				Bodily Damage Property Damage Combined	\$	
	Excess Liability ( ) Umbrella Form ( ) Other than Umbrella Form			Bodily Injury And Property Damage Combined	\$	\$
	Worker's Liability And Employer Liability	L&WH Act _____ Jones Act _____		Statutory		
					\$	Each Occurrence
	OTHER					

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS  
INTO THE PUBLIC RIGHT OF WAY

I/We, \_\_\_\_\_, in consideration of the Resolution No. \_\_\_\_\_, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, customers, and assigns, waive and release and hold harmless The Metropolitan Government of Nashville and Davidson County, its agents, employees, and assigns from any and all claims, rights, or demands for damages that may arise from my/our use, construction and/or maintenance of the encroachment, to wit: (SEE ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Metropolitan Government of Nashville and Davidson County that I/We have executed a bond or liability insurance policy in such amount as agreed upon by the Director of Public Works and the Metropolitan Attorney, and in the form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which operates to indemnify and save The Metropolitan Government of Nashville and Davidson County harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of the encroachment. I/We further agree that my/our obligations hereunder may not be assigned except upon approval of the Director of Public Works and the Metropolitan Attorney. I/We further acknowledge that any action that results in a failure to maintain said bond or liability insurance for the protection of The Metropolitan Government of Nashville and Davidson County shall operate to the granting of a lien to The Metropolitan Government of Nashville and Davidson County in the amount of the last effective bond/insurance policy. Said insurance or bond may not be cancelable or expirable except on 30 days notice to the Director of Public Works.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of Public Works and approval by resolution of the Metropolitan County Council if it is determined to be necessary to the public welfare and convenience. In the event the Metropolitan Government revokes this license as contemplated by this paragraph, licensee will not be entitled to any compensation of any kind. This license shall also be strictly subject to the right of way easement owned by The Metropolitan Government. I/We agree to maintain, construct and use the encroachment in such a way as will not interfere with the rights and duties of the Metropolitan Government

as owner of the right of way. Said interference shall be additional grounds for revocation of the license for encroachment. I/We agree to pay the cost of construction, maintenance, use, as well as relocations cost of said encroachment. Licensee's failure to complete construction of the contemplated encroachment within 36 months of the date of approval by the Metropolitan Council will cause this license to terminate automatically. In the event the encroachment contemplated by this license is substantially destroyed, this license shall terminate unless fully restored by licensee within 36 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Owner of Property)

\_\_\_\_\_  
(Address of Property)

\_\_\_\_\_  
(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_.

PETITION TO ENCROACH UPON A PUBLIC RIGHT-OF-WAY

PETITION NO. \_\_\_\_\_

We, the undersigned, do hereby petition the METROPOLITAN DEPARTMENT OF PUBLIC WORKS and the METROPOLITAN PLANNING COMMISSION to recommend to the METROPOLITAN COUNCIL and MAYOR that legislation be enacted to authorize the construction, installation and maintenance of an encroachment upon the public right-of-way as follows:

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Addresses and Map and Parcel numbers of property or properties associated with the proposed encroachment:

ADDRESS

MAP AND PARCEL NUMBER

_____	_____
_____	_____
_____	_____
_____	_____

Attach the following in support or explanation of this application:

\_\_\_\_\_ A check for the filing fee of \$250.00 made payable to the Metropolitan Government (**application fee is non-refundable**).

\_\_\_\_\_ A scaled drawing on 8 1/2 " x 14" paper of the proposed encroachment. (Additional exhibits may be required depending upon the nature of the request).

\_\_\_\_\_ A private encroachment license agreement signed by the person to whom the encroachment privilege is to be granted.

\_\_\_\_\_ A certificate of liability insurance in the amount to be determined necessary by the Department of Public Works.

Signature and mailing address of person or business to whom privilege of encroachment will be granted:

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

Council District: \_\_\_\_\_

PERSON FILING THIS PETITION:

If other than owner or optionee of properties listed above, state relationship. All correspondence will be mailed to this person.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: Residence \_\_\_\_\_

Business \_\_\_\_\_

**NOTE: THIS APPLICATION WILL NOT BE ACCEPTED UNLESS COMPLETED IN FULL.**